

RESOLUTION 2005- 06
**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
WARRICK COUNTY, INDIANA, AND VANDERBURGH COUNTY, INDIANA**

WHEREAS, Warrick County, Indiana and Vanderburgh County, Indiana, have concluded that an interlocal cooperative agreement should be entered into to facilitate the financing and construction of the extension of Lynch Road eastward from its present terminus into Warrick County to State Road 62; and

WHEREAS, Indiana Code § 36-1-7-2 provides that a power may be exercised by a political subdivision and by one or more governmental entities made the exercise jointly by such entities; and

WHEREAS, to jointly exercise such power the entities must enter into a written agreement pursuant to ordinance or resolution; and

WHEREAS, both Warrick County, Indiana and Vanderburgh County, Indiana, have the authority to build roads and to enter into contracts; and

WHEREAS, the parties have agreed to exercise their respective powers jointly for the benefit of each other.

NOW THEREFORE, be it ordained:

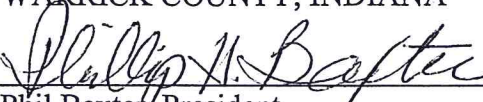
Section 1. Warrick County, Indiana, shall enter into an interlocal agreement with Vanderburgh County, Indiana, for the purpose of the construction of Lynch Road, as described above, and as more particularly described in Section 2.

Section 2. The contract to be entered into is attached hereto, made a part hereof and marked as Exhibit A.


Section 3. This resolution shall take effect and be enforce from the earliest period allowed by law.

PASSED AND ADOPTED this 16TH day of MARCH, 2005.

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA



Phil Baxter, President



Carl Jay Conner



Don Williams

ATTEST:


Richard Kixmiller, Auditor

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INTERLOCAL AGREEMENT FOR THE CONSTRUCTION OF LYNCH ROAD

THIS AGREEMENT is made and entered into by and between Vanderburgh County, Indiana, by and through its Board of County Commissioners (hereinafter referred to as "Vanderburgh County") and Warrick County, Indiana, by and through its Board of County Commissioners (hereinafter referred to as "Warrick County").

WHEREAS, plans and specifications have been prepared for the extension of Lynch Road from Interstate 164 in Vanderburgh County to State Road 62 in Warrick County (hereinafter referred to as "Project")

WHEREAS, Vanderburgh County and Warrick County have each acquired the right of way necessary to construct the Project;

WHEREAS, the Project will involve the use of federal aid funds, so the construction contract will be bid and administered by Indiana Department of Transportation (INDOT) under project numbers STP-9982 and STP-6887, and these two project numbers will consist of INDOT Des. Nos. 0101114, 8020562, and 9710740 which are the Vanderburgh County portion of the road, the Warrick County portion of the road, and a traffic signal at the Lynch – SR 62 intersection;

WHEREAS, it is estimated that the funding split for this project will be 80% federal funds and 20% local funds;

WHEREAS, the Project will necessitate designating one County as the lead agency responsible for administering the State/LPA agreement with the INDOT and the consultant agreement with Bernardin Lochmueller and Associates Inc. (BLA) for the construction inspection for this project;

The parties hereby agree as follows:

1. This agreement shall be administered through a joint board composed of one representative of Vanderburgh County and one representative of Warrick County. However, for the purpose of coordinating the Project with INDOT, Vanderburgh County shall be designated as the lead agency for the Project. Vanderburgh County shall have the duty to receive, disburse, and account for all monies associated with the joint undertaking outlined in this Agreement.
2. Vanderburgh County shall be responsible for entering into the State/LPA agreement with INDOT and the construction inspection agreement with BLA. Draft copies of these agreements are provided in Attachment A and Attachment B.
3. Warrick County agrees to abide by all terms of the INDOT State/LPA agreement and the construction inspection agreement with BLA.
4. The current total construction cost estimate for the Project is \$4,949,939.68 (excluding utility relocation costs) as indicated on Attachment C. Based upon this estimate, the Vanderburgh County portion of the Project cost is \$3,261,217.28, or 66% of the total cost, and the Warrick County portion of the Project cost is \$1,688,722.40, or 34% of the total cost. After INDOT receives bids on the Project, these figures will be revised using the actual bid prices received from the low bidder on the Project. Each County shall then be responsible for paying their respective local share of the low bid received on the

Project. These revised figures received from the low bidder on the Project will also be used to calculate a final percentage of the Project cost for which each County is responsible. This percentage shall then be used to determine the cost sharing for each County's local share of the construction inspection agreement.


5. As lead agency on the Project, INDOT will notify Vanderburgh County regarding the award of the construction contract for the Project and INDOT will provide Vanderburgh County with an invoice for the local share of the cost of the Project. Upon receipt of the INDOT invoice, Vanderburgh County will notify Warrick County to submit their local share of the cost of the Project to Vanderburgh County. Each County shall issue a check in the name of the Indiana Department of Transportation for their respective local shares of the cost of the Project as calculated by the procedures indicated in provision number four of this agreement. Vanderburgh County will then submit the checks for the local shares of the Project to INDOT.
6. Vanderburgh County will enter into a construction inspection agreement with BLA in accordance with all applicable INDOT and Federal Highway Administration regulations. Vanderburgh County shall be responsible for payments to BLA for the cost of services rendered in accordance with the terms of the construction inspection agreement. Vanderburgh County shall also be responsible for submitting claim vouchers to INDOT to receive reimbursement of the federal share of the construction inspection costs. This federal share is expected to be 80% of the total construction inspection cost. Vanderburgh County will then invoice Warrick County for their share of the local cost of the construction inspection (currently estimated to be 20%) based upon the percentages calculated by the procedures indicated in provision number four of this agreement. Warrick County shall reimburse Vanderburgh County within 30 days from the date of the invoice. If a supplemental agreement or agreements are needed for the construction inspection agreement with BLA, the local cost of all supplemental agreements will be shared as described in this paragraph.
7. If insufficient federal funding exists to provide a funding split of 80% federal funds and 20% local funds for the construction contract awarded by INDOT, each County's local costs will be proportionally adjusted to match the actual funding split.
8. Each County shall be responsible for paying all local costs associated with all reimbursable utility relocations within the Project limits within each County. Each County shall be responsible for issuing payment directly to the applicable utility company for the utility relocation costs in accordance with applicable reimbursable utility relocation agreements. After payments have been submitted to the utility company by Warrick County, Warrick County will provide its claim voucher to Vanderburgh County for submission to INDOT. After payments have been submitted to the utility company by Vanderburgh County, Vanderburgh County will submit its claim voucher and Warrick County's claim voucher to INDOT to request the reimbursement of the federal share of the utility relocation costs. Upon receipt of this reimbursement, Vanderburgh County will provide Warrick County with any reimbursement of Warrick County relocation costs.
9. If site conditions warrant changes to the construction contract, representatives from BLA will discuss the need for contract change orders with the Vanderburgh County Engineer and the Warrick County Engineer. With the concurrence of the appropriate County Engineer, a change order can be issued on the contract for the Project. Each County shall

be responsible for paying the local share of the cost increases of any change orders attributed to construction contract changes that occur within their respective County. Upon receipt of an invoice from INDOT for the increased local share of the change order cost, Vanderburgh County shall either pay the invoice from Vanderburgh County funds for Vanderburgh County change orders, or Vanderburgh County shall invoice Warrick County for their local share of Warrick County change orders. Warrick County shall submit payment to Vanderburgh County within thirty days of the date of the invoice. Upon receipt of the Warrick County share of the change order cost, Vanderburgh County shall submit payment to INDOT.

10. Upon completion of the INDOT final audit after completion of the Project, any Project surplus shall be returned to each County on the basis of the final quantities for the construction contract pay items within each County. If the final audit indicates a funding deficit for the Project, each County shall be responsible their respective local share of the deficit based upon the final quantities for the construction contract pay items within each County. Vanderburgh County shall be responsible for issuing payment to INDOT for the local share of any funding deficits for the Vanderburgh County portion of the Project. For funding deficits for the Warrick County portion of the Project, Vanderburgh County shall invoice Warrick County for the local share of the funding deficit. Warrick County shall submit payment to Vanderburgh County within thirty days of the date of the invoice. Upon receipt of the Warrick County payment, Vanderburgh County shall submit payment to INDOT.
11. This agreement supersedes any and all other agreements between Vanderburgh County and Warrick County in regard to the construction phase of the Project.
12. This agreement shall terminate upon acceptance of INDOT's final audit by Warrick County and Vanderburgh County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates shown below.

Board of Commissioners
of Vanderburgh County


Suzanne Crouch, President


Cheryl Musgrave, Vice President


William Nix, Member

Board of Commissioners
of Warrick County


Phil Baxter, President

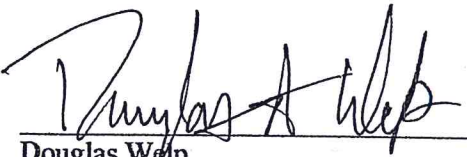

Don Williams, Vice President


Carl J. Conner, Member

Attest:

Ted Ziemer,
Vanderburgh County Attorney

Date: _____



Douglas Welp,
Warrick County Attorney

Date: 3-16-05

Vanderburgh County Council

Lloyd Winnecke, President

Date: _____